

SECOND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING WINDSOR LAKES SUBDIVISION

WHEREAS certain Declarations of Covenants, Conditions and Restrictions affecting the property known as Windsor Lakes Subdivision were recorded on May 24, 1977, at Deed Book 4933, Page 736, in the Office of the Jefferson County Clerk, Kentucky (the "Restrictions"); and,

WHEREAS certain Amendments to the Restrictions were recorded on August 25, 2000, at Deed Book 7503, Page 382, in the Office aforesaid; and,

WHEREAS the Windsor Lakes Association, Inc. (the "Association"), in accordance with its Bylaws, has adopted certain amendments to said Restrictions.

NOW, THEREFORE, the Restrictions are amended as follows:

1. Section VII, numerical paragraph 1 is amended to read:

No structure may be erected, placed or altered on any lot, and no lot may be altered whether as to elevation, surface covering or extensive landscaping or otherwise, until the (as applicable) construction plans, building specifications and a plan showing (a) the location of the improvements on the lot; (b) the grade elevation and any other topographical changes planned (including rear, front and side elevations and as they relate to all adjacent properties and the street); (c) the type of exterior material (including delivery of a sample of same); and, (d) the location and size of any new surface material, whether it be for a driveway, sidewalk, patio, or otherwise, shall have been approved in writing by the Board of Directors of the Association.

2. Section VII, numerical paragraph 2 is amended by replacing only the first sentence and adding a new second sentence, as follows:

No lot shall be used except for "owner-occupied" residential purposes. In other words, in accordance with the purposes and intent of the Restrictions, except only for temporary situations as approved in writing by the Board of Directors of the Association and upon reasonable cause shown as determined solely by said

Board, no residential property may be used as rental property, or rented or leased to a non-owner, or be solely or primarily occupied by a non-owner.

3. Section VII, numerical paragraph 15 is added, as follows:

The Association shall be entitled to recover from anyone breaching or violating the Restrictions, in addition to any other relief provided at law or equity, its reasonable expenses, costs and attorney fees it may incur in the enforcement of any rights, responsibilities or provisions of the Restrictions, including but not limited to the preparation and filing of any liens, the collection of any dues, demand, investigation, research or litigation regarding the Restrictions or properties in the subdivision. Likewise, any member or person entitled to enforce any rights under the Restrictions, and who takes such action, also may additionally recover such fees, costs and expenses from anyone breaching or violating the Restrictions.

The members of the Board of Directors of Windsor Lakes Association, Inc., hereby certify that the foregoing amendments were duly adopted by at least a 55% majority vote of the members of the Association, the final votes having been tallied on March 28, 2000. In witness thereof:



BRUCE BOARD, Director
